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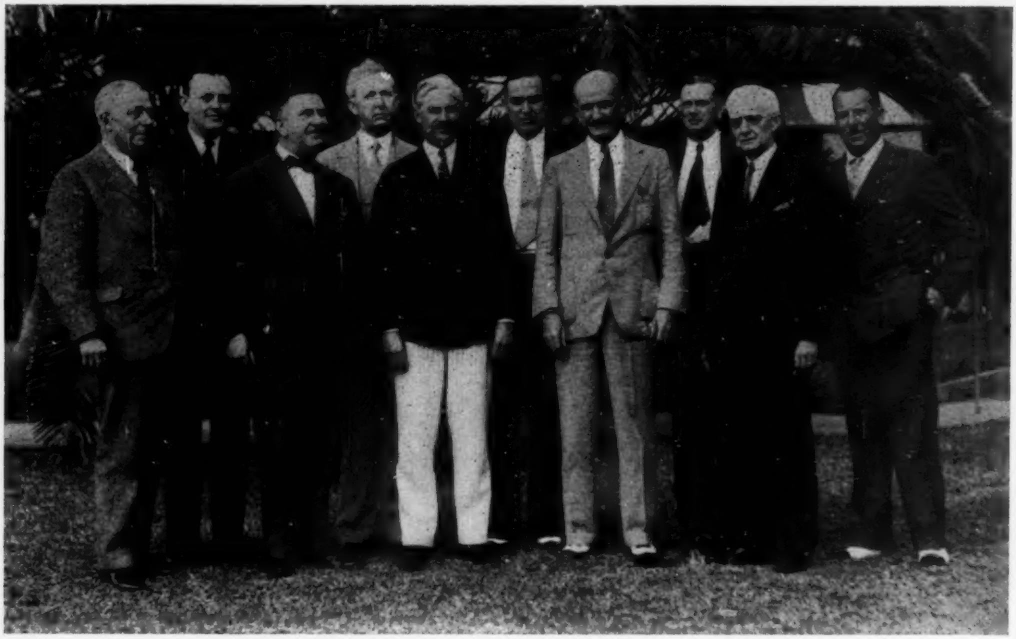

JANUARY MEETING, EXECUTIVE COMMITTEE OF INSURANCE COUNSEL

Reading from Left to Right: Arthur G. Powell, Lowell White, John A. Millener, Marion O. Chrestman, William O. Reeder, Walter R. Mayne, George W. Yancey, Garner W. Denmead, Harry S. Knight and John G. McKay.

Annual Convention 1934:
August 22, 23 and 24.
French Lick ∴ Indiana

Report of George W. Yancey, President, to Mid-Winter Meeting of the Executive Commitee of International Association of Insurance Counsel, January 29th and 30th, 1934

To: *Mr. William R. Reeder, Chairman, and Members of Executive Committee:*

1st. In pursuance with the recommendations made at last meeting of Executive Committee that the by-laws of the Association should be revised and rewritten, I wrote the members of the committee requesting that they write me and suggest proposed changes. Judge Powell, of Atlanta, was good enough to prepare by-laws for consideration, which are attached to this report, and which I trust will be given careful consideration by the committee.

I recommend the following additions and changes to the proposed by-laws submitted herewith, namely:

(a) That the by-laws contain a provision prohibiting a member from serving as president of the Association for more than two consecutive years.

(b) That vice-presidents be elected for period of years so that only two will be up for election each year, the other four holding over.

(c) Give Executive Committee power to drop a member ineligible or otherwise deemed by the Executive Committee as undesirable by a two-thirds vote.

I suggest that after a general discussion of these by-laws and proposed changes that a sub-committee be appointed by the Chair to study the draft made by Judge Powell and revise the same in accordance with the wishes of this committee to the end that we, before adjournment, approve by-laws to be submitted to membership with our approval.

2nd. Having in mind the addresses of Mr. Naught and Mr. Drake which were made at our last meeting, particularly in reference to the activities of London Lloyds in this country and the resolution passed at our last meeting condemning the present practices of London Lloyds, I felt it my duty, as President of the Association, to take active steps to give effect to the resolution of the Association and assistance to the insurance companies qualified to do business in this country. It occurred to me, however, that before any active steps be taken that I should make careful inquiry of insurance executives and general counsel to learn whether or not the sentiment against London Lloyds in insurance circles was unanimous; hence, the latter part of November, while in the East, I availed myself of the opportunity of conferring with executives of insurance companies, including qualified English companies. From these conferences I learned that the sentiment against the present practices of London Lloyds was absolutely unanimous and that we could safely, without any fear of getting in hot water or being criticized, undertake either to compel London Lloyds to comply with our laws or to cease business in this country.

In December of last year I wrote each member of the Association advising of the activities and the practices of London Lloyds in this country. I called to their attention that Lloyds did not pay taxes, as other insurance companies, that they were not then subject to suit in this country (except possibly in Illinois), and that their competition was unfair both to the taxpayers and to other insurance companies qualified under our laws and paying taxes. A copy of this letter, for your information, is attached to this report.

It is with pleasure that I advise you that I have received hundreds of replies from the members of the Association which evidence a keen interest in the subject matter and a willingness on the part of the membership of the Association to assist in compelling Lloyds to pay taxes and otherwise qualify to do business or to cease business in this country. Many of our members who have written in have already taken this matter up with their insurance commissioner, with their superintendent of banks, and with their several representatives in the Congress. Only a few days ago, I received a letter from a distinguished U. S. Senator advising me that he had heard from one of his former law partners, a member of our Association, requesting full data and information on the subject as he desired to protect the taxpayers of the country and to see that suitable legislation was enacted to that end.

I am attaching hereto a copy of two Alabama statutes relating to London Lloyds and foreign insurance companies which in a measure protect the insurance companies and taxpayers from the activities of London Lloyds in this state.

It appears to be the opinion of those who have studied the subject carefully that the federal government now has power to compel all federal reserve banks to place their bonds in companies authorized to do business in the state where the bank is located, and that at an early date federal legislation should be enacted covering the situation more specifically; that state legislatures should be asked to pass a statute compelling the assured, upon taking out a policy with a foreign company where the contract is made without the state, to collect a sum equal to twenty-five per cent of the premium and remit the same to the Insurance Commissioner of the particular state within thirty days.

The interest of the insurance companies in this subject is only surpassed by the interest of the membership. To be frank with you, my correspondence since my general letter of December has become so great that I have not as yet been able to answer a great many letters received. It is my purpose in answering the unanswered letters to advise the membership something of the matters handled and accomplished at this meeting. I recommend that we continue our activities relative to London Lloyds and that we give full information to the insurance companies as to just what is being done.

3rd. I recommend that a list of the membership and list of officers and members of the Executive Committee, with a suitable foreword setting out briefly the objects and purposes of our organization, be prepared and suitably bound and distributed to our members and to the insurance companies. I am advised by Mr. Millener that this listing can be printed at a nominal cost and that a binding can be had which can be removed from year to year upon change of listing at a small cost. This cost will be covered and reported to you by Mr. Millener.

4th. I desire further to report that in my correspondence with Mr. Millener prior to the mailing out of the 1933 Year Book to the insurance companies I suggested that at the time the same were mailed a letter should be written by the Association to the officer or officers of the insurance company to whom the same was mailed advising of the fact that the Year Book was mailed and calling attention to the activities, etc., of the Association.

5th. Recently I have had several letters from insurance general attorneys and executives relative to Norris, Parks and other bills pending in Congress which would limit the jurisdiction of federal courts on grounds of adverse citizenship, and suggesting that our Association take an active interest in order that jurisdiction of federal courts be and remain as it is today. For instance, the Parks Bill would amend the United States Code so that the jurisdictional amount of the federal court be increased from three thousand to ten thousand dollars.

It occurs to me that when these bills were suggested the federal courts were deluged with prohibition cases. As there should be fewer and fewer prohibition cases in the federal courts I am in hopes that the pressure behind such legislation will cease. In view of the fact, however, that the matter is of great importance to insurance companies, I am of the opinion that the matter should be given careful consideration by you and that your officers should be directed to continue their activities against such legislation.

6th. In reference to the publication of a journal which was authorized, with certain limitations, at

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your last meeting, I desire to say that I have not in anywise committed the Association in reference to this publication. I have attached hereto letters and estimates and suggestions relative thereto for your consideration. I recommend that within sixty or ninety days after this meeting the first issue of the journal be gotten out. It occurs to me that the journal should contain the names of the officers and possibly members of the legislative and membership committees. It should contain Association news and a message to the membership from the officers advising in detail the activities of the Association and its accomplishments since last meeting. It should contain one or more articles on insurance subjects of interest. I have already obtained an article written by Mr. John A. Luhn, Vice-President of the Fidelity and Deposit Company of Maryland, which I am sure will be of tremendous interest to all of our members and to insurance general counsel. I expect to secure an article on a life subject.

7th. I am of the opinion that the dues of this Association should be increased. I am sure that all members who are really interested in the Association will be glad to continue their membership at an increase in cost provided the Association gave them something for their membership fee. Two dollars of this membership fee could be allocated to subscription for the journal. We could allow additional listing of additional members at five dollars per member. In due time, the cost of publishing the journal should be paid to a large extent by advertising.

8th. I desire further to report that I, as President of your Association, have received many invitations from members, from hotels, and from others relative to our meeting next Fall being held in the several places from which the invitations emanated. I have here with me a number of these invitations for your consideration.

On several occasions it has been suggested that we hold our meeting on a boat, sailing from Norfolk or New York to Bermuda or some other convenient port; that meetings could be held in the daytime on the boat, and suitable entertainment arranged for night; that upon arrival of boat at Bermuda or some other foreign port the membership could enjoy themselves as they saw fit. It has been called to my attention that such a meeting can be enjoyed by the membership for less money than at some outstanding hotel.

9th. At the time this meeting will be held I am sure the American Bar will have fixed the time and place for its next meeting. I recommend that if we can conveniently do so, in the interest of the Association and the convenience of its members, we meet at a time and place which will permit our

members to attend the American Bar meeting.

10th. Your Secretary and I have received many letters from members of the Association, requesting information as to the value of certain Bar Lists. I believe the matter is of sufficient importance to warrant the Committee giving your officers specific instructions as to how far they should go in advising members, and as to whether or not they should quote from the report of the Special Committee on Bar Lists.

11th. I hope that you will authorize the officers of your Association to continue their cooperation with the Association of Casualty and Surety Executives and other such organizations in legislative matters. Our organization is in a position to render the insurance companies a service in legislative matters which they cannot otherwise obtain.

In conclusion, I am happy to report to you that in my opinion the Association is making rapid progress. I note a keener and more enthusiastic interest in the Association by the members. I find that the insurance companies through their general counsel and other officers are aware of the unselfish work being done by the Association in behalf of the companies. I sense a pronounced feeling on the part of the individual members as to the value of their membership in the Association. I feel that the Association is following a safe and sure course, and that its present and future value to its membership and to the insurance companies is established.

Respectfully submitted,
GEO. W. YANCEY, *President.*
January 29th and 30th, 1934.

Resume of Minutes of Meeting of Executive Committee January 29th and 30th, 1934

The meeting was presided over by Chairman William O. Reeder, and the following members of the Committee were present: George W. Yancey, William O. Reeder, Lowell White, Walter R. Mayne, Arthur G. Powell, Harry S. Knight, John G. McKay, Marion N. Chrestman, Garner W. Denmead and John A. Millener.

The Executive Committee, after careful consideration and after having received a report of a special committee on time and place for the next meeting, selected French Lick Springs, Indiana, and fixed the time for the meeting as August 22nd, 23rd and 24th.

The Revision of By-Laws Committee, composed of Arthur G. Powell, Harry S. Knight and Lowell White, prior to the adjournment of the meeting, redrafted the by-laws and after the Committee had considered same, section by section, approved same and recommended the adoption of same by the Association at its next meeting.

The Committee approved the printing and distribution of a directory of our membership to the members of the Association and to interested insurance companies. A committee, composed of Garner W. Denmead, Jack McKay and Judge Marion N. Chrestman, drafted a suitable foreword for this directory, and recommended that the names of Officers and Members of the Executive Committee, and objects and purposes of the Association, appear in the directory, prior to the list of names of the members. This report was unanimously adopted by the Committee.

The Committee directed that Officers of the Association, in response to inquiries from members and others as to the value of bar lists, use a form letter which was drafted by a special committee and furnished all officers of the Association.

The Committee voted that we continue our opposition to the Norris and other similar bills pending in Congress, attempting to limit jurisdiction of the Federal Court.

The Committee also voted that we assist in the passage of the Federal Interpleader Bill, and that we continue to assist insurance companies throughout this country and Canada in opposing legislation that is unfair and discriminatory to insurance companies, and in fostering legislation both fair to insurance companies and the public.

The Committee voted in favor of pending legislation, providing for the appointment of court reporters in the United States District Courts.

VACATION: Suggest all members now plan their vacation so as to attend Insurance Counsel Annual Meeting, August 22nd, 23rd and 24th, French Lick, Ind.

LONDON LLOYDS: Write your Congressman and Senators and have your Insurance Commissioner do likewise, advocating the passage of H. R. 7799 and S. 2849 now pending in Congress, seeking to end London Lloyds activities in states where not authorized to do business.

STATE INSURANCE—MISSISSIPPI. Legislative Committees and membership of Insurance Counsel are doing excellent work in assisting in defeating bill pending in Mississippi Legislature, which provides for monopolistic state bonding of public officials. State insurance is unsound, unsatisfactory where tried, and unfair to insurance companies paying taxes. Plaintiff counsel and insurance attorneys are equally interested. State insurance will eliminate all insurance practice.

Proposed By-Laws, Approved by the Executive Committee, to be Submitted to August Meeting of Association

ARTICLE I.

NAME.

This Association shall be known as INTERNATIONAL ASSOCIATION OF INSURANCE COUNSEL.

ARTICLE II.

PURPOSE.

The purpose of this Association shall be to bring into closer contact by association and communication lawyers, barristers and solicitors who are residents of the United States of America, or any of its possessions, or of the Dominion of Canada, who are actively engaged wholly or in (substantial) part in the practice of that branch of the law pertaining to the business of insurance in any of its branches, and to Insurance Companies; for the purpose of becoming more efficient in that particular branch of the legal profession and to better protect and promote the interests of Insurance Companies authorized to do business in the United States or Dominion of Canada; to encourage cordial intercourse among such lawyers, barristers and solicitors, and between them and Insurance Companies generally.

ARTICLE III.

QUALIFICATIONS FOR MEMBERSHIP.

Any person who is a member of the bar of the court of last resort of a State or Territory of the United States of America, or of a Province of the Dominion of Canada, and is actively engaged in the practice of law in the United States of America or in the Dominion of Canada, is of high professional standing, and who devotes a substantial portion of his professional work to the service of Insurance Companies, shall be eligible to membership in this Association, upon nomination in accordance with these by-laws.

ARTICLE IV.

NOMINATION AND ELECTION OF MEMBERS.

SECTION 1. *Nomination.* Nominations for membership shall be made by a member of the Association. Every nomination for membership shall be submitted to the Secretary in writing in such form, and shall contain such information as the Executive Committee from time to time by resolution shall require; shall be signed by the nominator or sponsor and by the nominee or applicant.

If there are not two members of this Association resident in the State, Territory or Province where the nominee resides, then certification as aforesaid shall be made by the member, if any, residing in said State, Territory or Province, and two other members of this Association.

Nominations made as aforesaid shall be submitted to the Secretary accompanied by the amount of the dues for the remainder of the current year as provided in these by-laws, which amount shall be refunded in the event the nominee is not elected to membership.

SEC. 2. *Election to Membership.* Nominations for membership made and certified as provided in these by-laws shall be submitted by the Secretary to the Executive Committee which is vested with full power to elect or reject applicants or nominees for membership.

Applications or nominations for membership may be submitted for action to the Executive Committee when in session or by mail to the members thereof. Two negative votes of members of Executive Committee shall prevent election to membership.

ARTICLE V.

DUES.

SECTION 1. *Amount of Dues.* Beginning January 1, 1935, each member shall pay to the Association Twelve Dollars ($12.00) dues for the period beginning January 1 of each year and ending the following December 31, payable January 1 of each year in advance, which sum shall include subscription of the member to the Association Journal, which is Two Dollars ($2.00) per year; provided that if more than one member of a law firm are members of this Association, then and in such case the annual dues for the members of such law firm shall be Twelve Dollars ($12.00) for one membership plus Three Dollars ($3.00) for each additional membership including, however, only one subscription to the Association Journal for all the members of such law firm who are members of this Association.

SEC. 2. *Pro Rata Payment.* A newly elected member shall pay in advance the dues prescribed in the foregoing Section pro rata for the balance of such calendar year in which he shall be elected, computed on a quarterly basis, beginning with the quarter of the calendar year in which the nominee or applicant shall be elected.

SEC. 3. *Default in Payment.* All members who shall be in default in the payment of dues for six months after the same shall become payable shall be notified by the Treasurer that unless such dues be paid within thirty days thereafter such default will be reported to the Executive Committee, which Committee may upon such report, without further notice, cause the name of such member to be stricken from the roll of membership, and the membership and all rights in respect thereto shall thereupon cease.

ARTICLE VI.

OFFICERS AND TERMS OF OFFICE.

SECTION 1. The officers of the Association shall be—

A President.

Three Vice-Presidents.

A Secretary and a Treasurer—the same person may act as Secretary and Treasurer.

SEC. 2. The President and Vice-Presidents shall be nominated and elected, in the manner hereinafter provided, by the Association at its annual meeting for terms of one year beginning at the close of the annual meeting at which they shall have been elected and ending at the close of the next succeeding annual meeting, and until their respective successors shall have been elected and qualified.

SEC. 3. No person shall be eligible to succeed himself as President after he has served two successive terms as President.

SEC. 4. The Secretary and Treasurer shall be elected by the Executive Committee at its annual meeting held immediately after the close of the annual meeting of the Association, for a term beginning immediately after such election and ending at the next annual meeting of the Executive Committee held immediately after the close of the next annual meeting of the Association, and until their respective successors shall have been elected and qualified.

ARTICLE VII.

EXECUTIVE COMMITTEE.

SECTION 1. *How Constituted.* There shall be an Executive Committee which shall consist of the President, the last retiring President, the Vice-Presidents, the Secretary and Treasurer, all of whom shall be members ex-officio, together with nine members to be nominated and elected by the Association in manner hereinafter provided and so staggered that three members shall be chosen each year to

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serve for terms of three years, in the following manner:

At the 1934 annual meeting of the Association there shall be nominated and elected five members of the Executive Committee as follows:

One to serve for one year.
One to serve for two years.
Three to serve for three years.

The terms of all to begin at the close of the 1934 and end respectively at the close of the 1935, 1936 and 1937 annual meetings of the Association.

Members of the Executive Committee previously elected for terms expiring respectively at the close of the 1935 and 1936 annual meetings of the Association shall continue in office until the expiration of their said terms. Thereafter three elective members of the Executive Committee shall be elected at each annual meeting of the Association for terms of three years beginning at the close of the annual meeting at which they shall have been elected and ending at the close of the third succeeding annual meeting of the Association.

Sec. 2. *Quorum*. Eight members of the committee shall constitute a quorum.

Sec. 3. The Executive Committee shall fix the times and places of the annual meeting of the Association, shall co-operate with the President in arranging annual meeting programs, is empowered to strike from the membership rolls any member who in its judgment has ceased to be eligible for membership under the provisions of these by-laws, and shall have full power and authority, in the interval between meetings of the Association, to do all acts and perform all functions which the Association itself might do or perform, except that it shall have no power to amend these by-laws.

Sec. 4. The President and in his absence a Vice-President (selected by the committee) shall be Chairman of the committee.

Sec. 5. *Meetings*. The Executive Committee shall meet immediately after the adjournment of the annual meeting —time and place to be fixed by the President, and at such other times and places as the President or a majority of its members may designate.

ARTICLE VIII.

Nomination and Election of Officers.

Section 1. *Nominations*. At the first session of each annual meeting of the Association the President shall appoint a nominating committee of five members of the Association which committee shall make and report to the Association nominations for the offices of President, three Vice-Presidents, and members of the Executive Committee to succeed those whose terms will expire at the close of the then annual meeting, and to fill vacancies then existing. Other nominations for the same offices may be made from the floor.

Sec. 2. *Elections*. All elections shall be by written ballot unless otherwise ordered by resolution duly adopted by the Association at the annual meeting at which the election is held.

ARTICLE IX.

Vacancies.

Section 1. Vacancies in the office of President shall be filled by a Vice-President selected by the Executive Committee. Vacancies in the office of Secretary, Treasurer, and elective members of the Executive Committee shall be filled by the Executive Committee. A person selected by the Executive Committee to fill a vacancy in the office of President, Secretary or Treasurer shall serve only for the unexpired term. Members of the Executive Committee so selected shall serve until the next annual meeting of the Association, at which time vacancies in the Executive Committee shall be filled by the Association—members so selected by the Association to serve for the unexpired terms.

ARTICLE X.

Duties of Officers.

Section 1. The President shall preside at all meetings of the Association and of the Executive Committee. He shall, with the co-operation of the Executive Committee, arrange a program for the annual meeting of the Association. He shall deliver an address at each annual meeting. He shall, with the assistance of the Secretary, present to each meeting of the Association and of the Executive Committee an agenda of the matters to come before such meeting. He shall perform such other duties and acts as usually pertain to his office and as may be prescribed by the Association and/or Executive Committee.

Sec. 2. *Secretary*. The Secretary shall be the custodian of all books, papers, documents, and other property (except money) of the Association. He shall keep a true record of the proceedings of the Association and Executive Committee, collect dues, and pay them to the Treasurer, keep accounts, and do and perform all acts usually pertaining to his office and as may be prescribed by the Association and or Executive Committee—all under the supervision and direction of the Executive Committee. He shall make reports of the Association's activities at every meeting of the Association and of the Executive Committee.

Sec. 3. *Treasurer*. The Treasurer shall perform the usual duties of a Treasurer in Associations of this kind, and, except for current expenses, shall disburse the moneys of the Association only upon direction of the Executive Committee of the Association, and shall make reports of the receipts and expenditures and financial condition of the Association at every meeting of the Association and of the Executive Committee. His accounts shall be audited annually by an auditor designated by the Executive Committee.

Sec. 4. *Bond*. The Treasurer shall give a bond in the sum of $5,000.00 in such form as the Exesutive Committee may prescribe, with surety to be approved by the Executive Committee.

ARTICLE XI.

Meetings.

Section 1. The Association shall meet annually at such time and place as the Executive Committee may select.

Sec. 2. Special meetings may be called by the President or a majority of the members of the Executive Committee.

Sec. 3. Those present at any session of any meeting shall constitute a quorum, except for the purpose of changing the by-laws, for which purpose there shall be at least fifty members present to constitute a quorum.

ARTICLE XII.

Committees.

Section 1. The following committees shall be appointed annually by the President, each to consist of not more than five members, to serve for the year ensuing and until their respective successors shall be appointed:

On Health and Accident Insurance.
On Casualty Insurance.
On Fidelity and Surety Insurance.
On Fire and Marine Insurance.
On Life Insurance.
On Workmen's Compensation and Unemployment Insurance.
A Reception and Entertainment Committee.

In addition to the aforesaid Committee the President shall appoint such special committees as the Executive Committee may authorize, or as he may deem useful, to serve for one year ensuing and until their successors shall

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be appointed, and to perform such duties as the Executive Committee may prescribe.

SEC. 2. The duties of the first six standing committees above mentioned shall be to study the present status of Federal and State Laws, changes or proposed changes therein and court decisions pertaining to that branch of insurance designated in the name of the Committee, report the same to the Association, and when occasion requires, recommend such action by the Association as may be deemed proper.

SEC. 3. The duties of the Reception and Entertainment Committee shall be to introduce members to each other, assist members in becoming acquainted, and provide entertainment at the annual meetings.

ARTICLE XIII.

THE INTERNATIONAL ASSOCIATION OF INSURANCE COUNSEL JOURNAL.

The Association shall publish, quarterly or at such times as may be fixed by the Executive Committee, a Journal. This publication shall be under the direction of the Executive Committee, which is authorized to appoint a sub-committee or Board of Editors to manage and conduct such Journal.

ARTICLE XIV.

COMPLIMENTARY RESOLUTIONS.

No resolution complimentary to an officer or member for any services performed, paper read, or address delivered shall be considered by the Association.

ARTICLE XV.

AMENDMENTS.

These by-laws may be amended or rescinded at any annual meeting of the Association by an affirmative vote of at least two-thirds of the members present at any session of such annual meeting provided there be not less than fifty members present at such session and provided, further, that notice of the proposed amendment or change be given by the Secretary to the members of the Association either by mail or publication in the Association Journal at least thirty days before the meeting at which such action is proposed.

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Penalty of Bond as Limit of Surety's Liability

By JOHN H. LUHN
Vice-President, Fidelity and Deposit Company of Maryland

It would seem to be axiomatic that when a surety signs a bond with a penal sum definitely stated therein, the sum named should be the limit beyond which the surety cannot be compelled to respond under any circumstances. That is the general rule of law. 32 Cyc. 121; 9 C. J. 131; 27 A. & E. Enc. of Law (2nd Ed.) 453. However, there are some exceptions to the rule, and there are sometimes difficulties in the way of a surety who seeks to invoke the rule. Exceptions now generally recognized occur in the case of costs—*Dwyer vs. U. S.*, 93 Fed. 616—and in the case of interest—55 L. R. A. 381.

In cases where a surety is held liable for interest, in addition to the penalty of the bond, the interest is usually allowed as damages for delay in payment. The discussion of interest could be elaborated by citation of many cases in which judgment against a surety has been allowed for the penalty of the bond with interest added, but the purpose of this article is to deal principally with the difficulties that may be encountered by a surety who seeks to limit his liability to the penalty of his bond. These difficulties arise chiefly in connection with statutory bonds where there are several or numerous claimants. Suretyship has expanded to such an extent in recent years that there are now many kinds of bonds, both under the federal statutes and the state statutes, which permit claims and suits against the surety, not alone by the one obligee named in the bond, but by various persons identified in the bond or in the statutes pursuant to which the bond is given. There may be several or numerous claims against the same bond, such claims exceeding in the aggregate the penalty of the bond. How can the surety protect itself under the circumstances? The question is not free from difficulty and the authorities are not by any means uniform in their solution of the problem.

Among the classes of bonds referred to might be mentioned sheriffs' and other public official bonds, notaries' bonds, contractors' bonds, license bonds, real estate brokers' bonds, Blue Sky bonds, insurance company qualifying bonds, etc. As an example of one of the difficulties that a surety may encounter in connection with such bonds, the ordinary contractor's bond on public work may be used as an illustration. Such bonds are usually conditioned on two separate and distinct things; first, completion of the contract; and, second, payment of bills for labor and material incurred in connection with the work. The two conditions are independent of each other, and enforcible by different parties, whose interests have nothing in common. If under such a bond, the surety, on notice of the default of the contractor in prosecuting the work, itself, undertakes to complete the work, and in doing so sustains a loss, and if, in addition to the loss sustained in completing the contract, the surety is faced with unpaid labor and material bills, which,

when added to the excess cost of completion, exceed the penalty of the bond, what is the position of the surety with respect to the amount of its liability? It has been held that under such circumstances the surety is liable up to the full penalty of its bond for the payment of the claims of the labor and material furnishers, notwithstanding that in meeting that liability, in addition to the amount which it has expended in completing the contract, it pays out more than the penalty of its bond. *Griffith vs. Rundle,* 63 Pac., 199 Wash.; *Klein vs. J. D. & J. M. Collins,* 106 So. 120 La.; *Federal Surety Co. vs. Lalonde,* 31 Fed. (2) 673 Mont.

However, in connection with the point under discussion it might be well also to cite the following cases which take a somewhat different view of the situation. *Silver vs. Harris,* 115 So., 375 (La.); *N. Y. Indemnity Co. vs. Niven,* 133 So. 261 (Ala.); *Standard Supply Co. vs. Vance Plbg. & Elec. Co.,* 143 S. E. 249 (N. C.).

In view of the cases first cited, it is of course important that a surety on such a bond exercise care in planning its course of action, in order to avoid the possibility of paying more than the penalty of the bond. It can avoid that situation by refusing to complete the contract. The obligee in the bond (the owner) must then complete or arrange for the completion of the contract, and if the cost of doing so exceeds the amount of money available under the contract, the obligee's (owner's) claim for the excess cost takes its place along with the claims of the labor and material furnishers. The surety is then in a position to take steps to limit its liability to all claimants to the penalty named in the bond. Even then the position of the surety is often not free from difficulty. Sometimes there is doubt as to whether the owner's claim is entitled to prior payment over those of the labor and material furnishers, and that question must be decided before the surety is justified in paying anyone. Sometimes it is provided by statute that the owner's claim shall first be paid in full and that the labor and material furnishers are to be paid only out of the residue of the bond, after full payment of the owner's claim. The federal statute governing contracts for public work contains such a provision. U. S. C. A., Title 40, Section 270.

In any case whether it be that of a statutory contractor's bond or that of any other of the various kinds of statutory bonds which permit claims and suits by third parties, the surety's difficulties are considerably lessened if the statute pursuant to which the bond is given provides a means of distributing the proceeds of the bond among the various claimants. The duty of the surety then is to follow strictly the terms of the statute. The trouble arises in those cases where the statute makes no provision, or inadequate provision, for such distribution, and unfortunately most of such statutes are lacking in that respect. A good illustration of this is afforded by statutes passed in some of the states affecting insurance companies qualifying bonds. In the past few years, due to the fact that a number of insurance companies have become financially involved, there has been some litigation involving this question. A brief reference to the situation in several states may be worth while.

In the State of Louisiana, prior to the enactment of Act 227, passed by the Legislature of that state at its regular 1932 session, effective July 16, 1932, the situation was much confused and very unsatisfactory. However, that Act provides, in substance, a procedure for the appointment of a receiver, filing of claims, the determination of the amount of the surety's liability, the distribution of the proceeds of the bond, or so much thereof as is necessary to satisfy claims, and the complete discharge of the surety upon payment of its proper liability. The Supreme Court of Louisiana, in the case of *Cognovich v. Sun Indemnity Co.,* 145 So. 774 (La.), held that this Act of 1932 provides appropriate method of procedure for settling with the creditors of an insolvent foreign insurance company, and that a judgment creditor's suit against the surety on the insurance company's qualifying bond, was properly transferred to the court where the receivership proceedings were pending.

In the State of Florida, the statute requires a qualifying bond conditioned, in effect, that if an insurance company shall fail to promptly pay its liability in the State of Florida, or shall become insolvent, or be placed in the hands of a receiver, the surety shall immediately upon receipt of written demand from the State Treasurer deposit the full amount of its bond with the State Treasurer in cash, or marketable securities, to be held by the State Treasurer for the protection of all legal claims against said company. This statute is inadequate in several respects, among them being that it requires a surety to pay the full amount of its bond to the State Treasurer without regard to the amount of claims against it, and makes no provision permitting the surety to raise any question as to the validity of claims asserted, and makes no provision, in the event the total claims are less than the penalty of the bond, for the return to the surety of the difference between the amount of its bond and the total of all claims; furthermore, it does not prescribe the procedure to be followed by the State Treasurer in disbursing the proceeds of the bond and makes no provision for payment of any costs or expenses incident thereto. So far as is known, there is no decision in Florida that throws any light

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on any of the above questions. In some states for instance, Arkansas and South Carolina, the statutes are wholly inadequate in that they make no provision whatever for appropriate procedure to enable a surety to determine the validity of claims presented, the amount of its liability, or how it can safely and fully discharge such liability. In these states the surety on such a bond is probably open to suit in any jurisdiction in the state by any claimant on the bond or by any claimant against the defunct insurance or surety company bonded. See *Niemeyer vs. Claiborne,* 187 Ark., 72; 112 S. W. 387.

It will be seen that a surety may be confronted with several claims or numerous claims the aggregate of which exceed the penalty of the bond, or it may have paid one claim on such a bond without knowledge at the time of any other claim, and thereafter be confronted with a claim the amount of which, when added to the claim previously paid, makes a total in excess of the penalty of the bond. What course of action should the surety adopt in such cases? It might be said at the start that the surety cannot with safety pay any claim on such a bond in the absence of judgment against it adjudicating the validity of the claim. Payment under any other circumstances is usually held to be voluntary and of no effect, insofar as reducing the amount of the surety's liability is concerned. The authorities are not in accord, and in fact are in conflict as to the rights and liabilities of a surety in connection with the situation under discussion. Some courts have held that the surety, having paid a claim, pursuant to judgment rendered against it, may always at a later date plead the payment of the judgment as a reduction of its liability under the bond, leaving subsequent claimants their rights against the residue of the bond penalty. *Power Co. vs. F. & D. Co.,* 260 Pac. 152 (Ida.); *Bradford vs. Natl. Surety Co.,* 93 So. 473 (Ala.). In both cases the court held that the payment of a judgment by the surety reduced the penalty of the bond to the extent of the payment. There is support for this view in the decisions of the federal courts. *Humphrey vs. Leggett,* 9 Howard 297; *American Surety Co. vs. U. S.,* 123 Fed. 287. However, there is substantial authority which is directly in conflict with the cases cited. *Commonwealth vs. City Tr. S. D. & Surety Co.,* 73 Atl. 425 (Pa.); *American Surety Co. vs. Mills,* 232 Fed. 841; *Illinois Surety Company vs. Mattone,* 122 N. Y. S. 928 (N. Y.). In these cases the courts take the view that a surety is not justified in paying a judgment against it if it knows of other possible liability on the bond; and in the case of *American Surety Co. vs. Mills, Supra,* the court said that the surety not only has the right, but it is its duty to take steps by action in equity, to bring about a pro rata distribution of the proceeds of the bond in cases where the claims exceed the penalty of the bond. It may be seen, therefore, that in cases of this kind, the course of action to be pursued by a surety to avoid paying more than the penalty of its bond, has not been clearly outlined by the courts. It would seem that, in the case of a sheriff's bond, for instance, if an action is brought against the surety for false arrest by the sheriff, and if at the time of the bringing of the suit and up to the time of the rendition of judgment against the surety, there is no notice to the surety of any other claim against the bond, and no indication of any other claimant, the surety, on paying that judgment, should be entitled to plead the payment as a credit against the penalty of its bond in the event of another claim against the surety on the same bond at a later date. Any other rule would seem to be inequitable. It would further seem that in a case of a sheriff's bond or in a case of any other statutory bond on which third parties have a right of action, the surety would not be justified in paying a judgment rendered against it in favor of one claimant if at the time it knew of other pending claims. Presumably the surety should, under such circumstances, take steps to have the proceeds of the bond pro rated among all of the claimants. Just how this can be done is not always clear. In 32 Cyc. 121, Sec. 7, the statement is made that a court will not enjoin proceedings against a surety merely because the aggregate amount sought to be recovered exceeds the penalty of the bond. This statement, however, seems to be inconsistent with the rule of law laid down in the cases of: *The Thomas Laughlin Co. vs. American Sy. Co.,* 114 Fed. 627; *American Sy. Co. vs. Lawrenceville Cement Co.,* 110 Fed. 717, and the rule laid down in those cases seems to have full support in the later decision of the Circuit Court of Appeals in *American Surety Co. vs. Mills,* above quoted. Another case in which the courts approved a bill for prorating the surety's liability among various claimants is *Fogleman vs. Natl. Surety Co.,* 132 So. 317 (Ala.). Certain it is that it is better and safer for the surety to take this course rather than to satisfy a judgment in one suit and run the risk of the court's refusing later to credit that payment against the penalty of the bond.

It might be suggested that a surety in such cases has adequate protection by means of a bill of interpleader, but there are some difficulties in resorting to that course of action. In the first place, a bill of interpleader usually necessitates the surety's admitting full liability, and very often, a surety faced with numerous claims, is not willing to admit liability for any of them. Furthermore, there is often difficulty in getting jurisdiction of the par-

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ties. Several years ago, an effort was made to meet the latter situation through the enactment of an Act of Congress, sometimes referred to as the "Federal Interpleader Statute." As originally passed—U. S. C. A., Title 28, Section 41-26—the Act referred only to life insurance companies. It was amended May 8, 1926, so as to include surety companies and casualty companies. As amended this Act provides some measure of relief, but again it is open to the objection that in order to invoke the Act the surety must admit liability, and deposit the amount of its bond in court. It is also open to the objection that it makes no provision for determining the rights of unknown claimants—*American Surety Co. vs. Calcasieu Oil Co.*, 58 Fed. (2) 1039. The case of *American Surety Co. v. Mills*, above cited, seems to point out a course of action that would overcome these objections to the use of the Federal Interpleader Statute. It would seem that under that decision the surety company not only can ask for a prorating of its liability but that it can ask also for a determination of the amount thereof.

In closing, it might be well to refer to a most unusual decision rendered several years ago in connection with a statutory license or permit bond involving claims of various parties. The court in that case held that each claimant was entitled to recover up to the full amount of the bond. In other words, if the bond were $5,000, each individual claimant would recover $5,000, and there would be no limit on the surety's liability other than the limit of $5,000 to each claimant. The court based its decision on its interpretation of the Washington statute and the decision was rendered by a divided court. The decision has been severely criticized with the statement that, "The majority opinion was not supported by and has not been approved in any other authority." L. R. A. 1917, D. Page 613; *Witter vs. Mass. Bond Co.*, 247 N. W. 831 (Iowa); *Wiggins vs. Pacific Ind. Co.*, 25 Pac. (2) 898 (Cal.); *Salo vs. Pacific Coast Casualty Co.*, 163 Pac. 384 (Wash.).

It is fair to say that the courts uphold the view that a surety's liability (with the exception of such items as interest and costs) is limited to the penalty of its bond, but it is obvious that even in the face of this well recognized principle of law, cases in which a surety may be called upon to pay claims in excess of the penalty of the bond present many practical difficulties.

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The Tragedy of the Efforts of Life Insurance Companies to Provide Benefits in Case of Total and Permanent Disability of Policyholders

By W. Calvin Wells
General Counsel, Lamar Life Insurance Company of Jackson, Mississippi.

The history of the development of the modern life insurance policy presents an interesting study in the development of a great business.

It appears that on June 18th, 1583, the first policy of life insurance ever issued was executed in the Royal Exchange of London, covering the life of William Gibbons, which policy was underwritten by sixteen individuals and covered a face amount of about $1,900.00, the premium on which was eight per cent, approximately $152.00. I have never seen a copy of this policy, but doubtless it was a very simple, short instrument.

I have before me a photostat copy of the first policy issued by The Mutual Life Insurance Company of New York, dated February 1st, 1843, covering the life of Thomas N. Ayers of New York City. The face amount of the policy was $5,000.00 and the annual premium was $108.50.

In the light of the experience of life insurance companies since that early date, the form and phrasing of that policy is so clear and concise as to excite the admiration of any attorney reading and carefully considering it. It is couched in simple language. It is clear and unambiguous. The whole policy appears on one page. The exceptions to liability are few and clearly expressed.

However, when we compare this policy with the modern policy of life insurance it is seen at a glance what a marvelous development there has been in the benefits conferred upon policyholders.

In that first policy there appears no provision for any cash surrender value, loan value, automatic extended insurance, options as to manner of payment, double indemnity, or other like benefits now almost universally provided for in such modern policies.

As these benefits were added in the development of the life insurance policy from time to time, those intrusted with the duty of drafting these policies have honestly and sincerely undertaken to make the contract as plain, clear, and unambiguous as possible. Of course, anyone drafting such a modern policy of life insurance and undertaking to provide for these various contingencies upon which these benefits will arise, realizes the difficulties in so wording such a complicated contract as to make plain and unambiguous its terms.

I am convinced from my association with the General Counsel of the life insurance companies of America that no more honest, intelligent and able body of attorneys exists in America than these legal mentors of life insurance companies.

No longer is the life insurance contract a simple instrument to be set forth in the few words of a promissory note.

When, however, courts, in construing these contracts, seek and find ambiguities where it appears there are none such existing when the contracts are construed as other contracts are construed, and when courts proceed to criticize severely insurance companies, charging that such contracts are cunningly devised schemes to entrap the unwary, I wonder why and how they arrive at such conclusions.

Furthermore, when such contracts clearly provide for a limited coverage with a very small and corresponding premium as a consideration for such limited coverage, and then courts proceed to denounce insurance companies, alleging that if the contract as drawn should be enforced the insurance company would be guilty of palpable fraud in executing such a contract, I wonder the more how able and just judges arrive at such conclusions.

I firmly believe that if for a short period of time there would be a transfer of judges from the bench to the offices of General Counsel of life insurance companies, and these judges themselves could have placed upon them the duty of drafting these contracts, understanding the actuarial basis upon which they are founded, we would hear far less in future decisions from such judges concerning ambiguities and cunningly devised traps.

It is perfectly manifest upon an examination of the decisions of courts of last resort in America, construing contracts of insurance, that more ambiguities have been found by the courts than in the construction of any other class of contracts in force in America.

May it not be truly said that under this ambiguity rule in many instances courts have simply rewritten the contracts as between the insurance companies and the insured, inserting and enforcing terms therein nowhere agreed to by either party?

In addition to the ambiguity rule, anyone reviewing the jurisprudence of life insurance contracts must be struck with the variety and extent of waivers and forfeitures declared and seized upon as against insurance companies. As a famous Mississippi lawyer, now gone to his reward, once said before the Supreme Court of Mississippi, "Every time an insurance company opens its mouth it spills a waiver, and silence gives consent."

Any trial lawyer, how ever long or short his experience in defending life insurance cases, clearly understands the tragic, pathetic scene which arises in the trial of many such cases, which appeals so strongly to the sympathy and milk of human kindness existing in the average human breast.

These decisions above referred to, in my opinion, do not do so much credit to the head, but do wonderful credit to the heart of these judges.

In the development of the modern life insurance contract the companies added one more to the many other benefits provided for therein in the shape of stipulations providing, under limitations as to precedent notice, for total and permanent disability benefits.

In looking back over the history of this clause, many believe that such benefits were clearly outside of the line of business of life insurance companies and should have been left solely to health and accident companies in separate policies with extensive limitations such as are usually and customarily found in such health and accident policies.

At any rate, whether within or without the field of life insurance, few are the life insurance companies who do not regret their incursion into such field of benefits.

When these benefits came to be provided for in the policies of life insurance, drafted jointly as they were by counsel, actuaries, and other home office officials, every effort was made to express these benefits in short, concise, clear, plain, unambiguous language. It was thought, and might reasonably have been expected to prove true, that the percentage of those covered by life insurance policies with such benefits, who would become actually totally and permanently disabled and thereby prevented from engaging in any work or occupation for gain or hire, would be exceedingly small. Those who were expected to be entitled, by reason of their condition, to these benefits, it was thought, in the light of past experience as best it would be gathered, would be few in number.

But, alas! how different was the result from the expectation. When the great and unparalleled period of depression began late in 1929, hundreds of thousands of life insurance policyholders with such benefits contained in their policies, out of employment and unable to gain a livelihood for themselves and families, became convinced when they had any ailment or pretense of ailment, how ever

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small, that they were totally and permanently disabled and entitled not only to the waiver of the premium on the life policy, but to a sufficient sum at the usual rate per thousand for them to secure the necessities of life with which to support themselves and families.

When these cases came to courts of last resort many of such courts set up a straw man. They declared that it was not necessary, before such policyholder was entitled to such recovery, that such insured should be in a state of coma or complete, absolute helplessness, and, proceeding to lay down that rule, they knocked down the straw man and broadened the coverage of the total permanent disability benefits to a degree which could not possibly have been foreseen by insurance counsel and actuaries.

The result is history.

Hundreds of millions of dollars more than were received as premiums therefor were paid out to holders of these policies at the expense of other policyholders who were entitled to these amounts in dividends and reduction of premiums under a proper construction of such policies.

The result has been that by this extreme and, as many believe, unwarranted construction of these clauses there has been killed the goose that laid the golden egg, and practically all of the life insurance companies have deleted entirely such total and permanent disability benefits from their contracts.

With the advent of this clause, with their usual care the drafters of the total and permanent disability benefit provisions inserted therein in clear and unmistakable language definitions of total and permanent disability, and further that as a condition precedent to the allowance of the benefits provided by the section, there should be due proof or satisfactory proof furnished to the home office of the company of the facts going to establish such total and permanent disability as a condition precedent to its allowance. Of course, in this instance, as in all other instances in connection with life insurance, the first and foremost thought in carrying on such business was the establishing and setting up of proper reserves to protect any liability arising under such provisions. Hence the necessity before the beginning of the allowance and enjoyment of such benefits that the company should have knowledge of such condition, and the requirement of the condition precedent to liability of proper proof thereof.

However, some courts in construing such contractural stipulations proceeded to seek for and find an ambiguity and proceeded to declare that that which was insured against was the condition of total and permanent disability and not the proof thereof. Of course, the fallacy of this contention is plainly apparent when the necessity for the proper reserve's being established is considered.

Some of the cases holding that such ambiguity existed and under the ambiguity rule establishing liability of the company without the precedent proofs are the following:

Rhyne v. Jefferson Standard Life Insurance Co., 196 N. C. 717, 147 S. E. 6.

Rhyne v. Jefferson Standard Life Insurance Co., 199 N. C. 419, 154 S. E. 749.

Nelson v. Jefferson Standard Life Insurance Co., 199 N. C. 443, 154 S. E. 752.

Swann v. Atlantic Life Insurance Co., (W. Va.) 159 S. E. 192.

Levan v. Metropolitan Life Insurance Co., (S. C.) 136 S. E. 304.

Bank of Commerce & Trust Co. v. Northwestern, etc., (Tenn.) 26 S. W. (2nd) 135.

Marti v. Midwest Life Insurance Co., 108 Neb. 845, 189 N. W. 388.

Pfeiffer v. Missouri State Life Insurance Co., 174 Ark. 783, 297 S. W. 847.

The result of the conclusions of the Courts in the above styled causes was and is that no life insurance company could know with certainty whether, when a policy was lapsed for non-payment of premium, in fact its liability has ceased thereon, or whether a reserve should be set up to cover any claim thereunder for total and permanent disability benefits and for payment of the face of the policy on the death of the insured.

Fortunately, however, the Supreme Court of the United States in the case of *Bergholm v. Peoria Life Insurance Co.,* 284 U. S. 489, 52 S. Ct. 230, 76 L. Ed. 416, clearly and ably lays down the correct rule with reference thereto, to-wit: that due proof is a condition precedent to liability for such benefits, when so provided. Many states, some before and some after the above decisions of the Supreme Court of the United States, have also laid down the correct rule. Such courts and cases, among others, are the following:

New York Life Insurance Company v. Alexander, 122 Miss. 813.

Mutual Life Insurance Co. v. Hebron, 146 So. 445.

Brotherhood, etc. v. Bridges, 144 So. 554.

Berry v. Lamar Life Insurance Co., 142 So. 445; also, 145 So. 887.

Peoria Life Insurance Co. v. Bergholm, et al., 50 Fed. (2d) 67, (C. C. A. 5).

Egan v. New York Life Insurance Co., 60 Fed. (2d) 268, (D. C. Ga., 1932).

Epstein v. Mutual Life Insurance Co. of New York, 257 N. Y. S. 772; 143 Misc. Rep. 587, (April 2, 1932).

Perlman v. New York Life Insurance Co., 234 App. Div. 359; 254 N. Y. Supp. 646.

Walters v. Jefferson Standard Life Insurance Co., (1929) 159 Tenn. 541, 20 S. W. (2d) 1038.

Mary Wolfe v. Mutual Life Insurance Co., of New York, 3 Tenn. App. 199.

Dean v. Northwestern Mutual Life Insurance Co., 43 Ga. App. 67; 157 S. E. 878, affirmed Aug. 11, 1932, by Georgia Supreme Court, ... S. E. ......

Klein v. Insurance Co., 104 U. S. 88.

New York Life Insurance Co. v. Statham, et al., 93 U. S. 24.

Hall v. Acacia Mutual Life Assn., ... Tenn. ......, 46 S. W. (2d) 56.

Wick v. Western Union Life Insurance Co., 104 Wash. 129; 175 Pac. 953.

Smith v. The Missouri State Life Insurance Co., 134 Kans. 426; 7 Pac. (2d) 65.

New England Mutual Life Insurance Co. v. Reynolds, 217 Ala. 307; 116 So. 151; 59 A. L. R. 1075.

Courson v. New York Life Insurance Co., 295 Pa. 518, 145 Atl. 530.

Brams v. New York Life Insurance Co., 229 Pa. 11, 148 Atl. 855.

Hanson v. Northwestern Mutual Life Insurance Co., 229 Ill. App. 15.

Mid-Continent Life Insurance Co. v. Skye, 113 Okla. 184; 240 Pac. 630.

Yohamen v. Columbian National Life Insurance Co., 240 N. Y. S. 666, 136 Misc. Rep. 748.

Mid-Continent Life Insurance Co. v. Walker, 260 Pac. 1109 (Okla.).

Jones v. New York Life Insurance Co., 290 Pac. 333 (Wash.).

I firmly believe that every effort should be made in cases arising in those states, where previously the courts have gone astray, to get them to overrule the former decisions and to follow the rule laid down with such force and clearness by the Supreme Court of the United States in the case of *Bergholm v. Peoria Life Insurance Company, supra.*

AUGUST MEETING will be best and most interesting in history of Association. Members should now make reservation, make suggestions as to program, and advise that they will attend.

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LONDON LLOYDS COMPETITION—U. S. SENATE BILL 2849 BY SENATOR FLETCHER. This bill would require banks whose deposits are guaranteed by the government to bond the bank and employees in insurance companies authorized to do business in the state where the bank is located. Bill is now pending before the following sub-committee: Carter Glass, of Virginia, Chairman; Robert J. Bulkley, of Ohio; William G. McAdoo, of California; John G. Townsend, Jr., of Delaware; Frederic C. Walcott, of Connecticut. Important that membership and members of Legislative Committees immediately write the above named Senators and other members of Congress.

Foreword by President as to Purposes and Accomplishments of Membership and Legislative Committees

Upon being elected President of the Association in the Fall of '32, it appeared that ways and means should be immediately provided to pass upon the applications for membership in the Association in order to maintain the high standard of membership, and that the Association should forthwith proceed to take advantage of its unique position and render a real service to the insurance companies in whose welfare the members of the Association were closely connected. I, therefore, appointed a General Membership Committee and a Local Membership Committee for each state and for each province of the Dominion of Canada; and a General Legislative Committee and a Local Legislative Committee for each state.

The members of the Membership Committees have been very active in obtaining applications for membership of the very highest type of insurance lawyer, and in furnishing information to the officers of the Association concerning the fitness of attorneys whose applications are sent in to the Secretary. Without the aid and assistance of these committees the Association could not have made the great progress which it has in the last year and a half.

The Legislative Committees, without exception, have, when called upon, given of their time and at their own expense assisted in opposing legislation unfair to insurance companies, and in advocating legislation both fair to the companies and to the public.

To each member of the following committees the Association and its officers are deeply indebted:

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Hervey J. Drake, Chairman, Attorney, Association of Casualty & Surety Executives, No. 1 Park Avenue, New York, N. Y. William O. Reeder, 705 Olive Street, St. Louis, Mo. Geo. W. Yancey, Massey Building, Birmingham, Ala.

General Membership Committee

Geo. W. Yancey, Chairman, Massey Building, Birmingham, Ala. John A. Millener, 812 Genesee Valley Trust Bldg., Rochester, N. Y. William O. Reeder, 705 Olive Street, St. Louis, Mo.

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Membership

Chairman: VanSiclen & Boggs, 5 Fourth of July Avenue, P. O. Box 124, Ancon.

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Membership

Chairman: William Prickett, 812 Delaware Trust Building, Wilmington, Delaware. James R. Morford, Marvel, Morford, Ward & Logan, 829 Delaware Trust Building, Wilmington, Delaware. Abel W. Klaw, 7058 DuPont Building, Wilmington, Delaware.

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Legislative

Chairman: Sam R. Marks, of Marks, Marks, Holt, Gray & Yates, 1221 Graham Building, Jacksonville, Florida. John C. Cooper, Jr., of Knight, Adair, Cooper & Osborne, Atlantic National Bank Building, Jacksonville, Florida. T. M. Shackleford, Jr., of Shackleford, Ivy, Farrior & Shannon, 700 Tampa Theatre Building, Tampa, Florida.

Membership

Chairman: G. L. Reeves, of Sutton, Tillman & Reeves, 1201 Wallace S. Building, Tampa, Florida. Roger W. West, of Sholtz, Green & West, 220 South Beach Street, Daytona Beach, Florida. John G. McKay, of Miller, McKay, Dixon & DeJarnette, First National Bank Building, Miami, Florida.

GEORGIA

Legislative

Chairman: Grover Middlebrooks, of Bryan, Middlebrooks & Carter, 1030 Candler Building, Atlanta, Ga. Baxter Jones, of Jones, Evins, Powers & Jones, 1423 Citizens & Sou. Natl. Bank Bldg., Atlanta, Ga. Barry Wright, of Wright and Covington, 429½ Broad Street, Rome, Georgia.

Membership

Chairman: Arthur G. Powell, of Little, Powell, Reid & Goldsmith, 22 Marietta St., Atlanta, Ga. Robert T. Jones, of Jones, Evins, Powers & Jones, 1423 Citizens & Sou. Natl. Bank Bldg., Atlanta, Ga. Edmund H. Abrahams, 4th Floor Commercial Building, Savannah, Ga.

IDAHO

Legislative

Chairman: Oliver O. Haga, of Richards & Haga, Idaho Building, Boise, Idaho. E. A. Walters, of Walters, Parry & Thomas, First National Bank Bldg., Twin Falls, Idaho.

Membership

Chairman: Raymond P. Parry, of Walters, Parry & Thomas, First National Bank Building, Twin Falls, Idaho. Oliver O. Haga, of Richards & Haga, Idaho Building, Boise, Idaho.

ILLINOIS

Legislative

Chairman: Albert C. Schlipf, of Brown, Hay & Stephens, 714 First National Bank Building, Springfield, Illinois. Herman L. Ekern, 1 LaSalle Street, Chicago, Ill. Adlai H. Rust, General Counsel, State Farm Mutual Insurance Co., State Farm Mutual Bldg., Bloomington, Ill.

Membership

Chairman: Ralph F. Potter, 1060 The Rookery, Chicago, Ill. Royce G. Rowe, 4750 Sheridan Road, Chicago, Ill. L. A. Stebbins, 208 S. LaSalle St., Chicago, Ill.

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Legislative

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Membership

Chairman: Jacob S. White, of White & Wright, Merchants Bank Building, Indianapolis, Indiana. R. F. Baird, care Lincoln National Life Ins. Co., Fort Wayne, Indiana. Thomas M. Ryan, 403 People's Life Building, Frankfort, Indiana.

IOWA

Legislative

Chairman: J. M. Grimm, of Grimm, Elliott, Shuttleworth & Ingersoll, 908 American Trust Building, Cedar Rapids, Iowa. Jesse A. Miller, of Miller, Miller and Miller, 1316 Equitable Building, Des Moines, Iowa. C. C. Putnam, 508 S. & L. Building, Des Moines, Iowa.

Membership

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KANSAS

Legislative

Chairman: Robert L. Webb, 807 National Reserve Building, Topeka, Kansas. Douglas Hudson, Marble Building, Fort Scott, Kansas. Mills Ebright, of Ebright and Smith, 310 Brown Building, Wichita, Kansas.

Membership

Chairman: McAnany, Alden & Van Cleave, 604 Commercial Building, Kansas City, Kansas. Otis S. Allen, Crawford Bldg., Topeka, Kansas. A. B. Keller, of Keller, Malcolm & Burnett, 204 National Bank Building, Pittsburg, Kansas.

KENTUCKY

Legislative

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Legislative

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Membership

Chairman: Richard B. Montgomery, Jr., 1304 Canal Bank Building, New Orleans, La. Percy N. Browne, 711 Giddens-Lane Building, Shreveport, Louisiana. Theodore W. Bethea, 1114 Hibernia Building, New Orleans, Louisiana.

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Legislative

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Legislative

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Membership

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Legislative

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Membership

Chairman: S. Alton Ralph, 168 Bridge Street, Springfield, Mass. Michael F. Carney, 20 Kilby Street, Boston, Mass. Ralph H. Willard, of Willard, Allen & Mulkern, 100 Milk Street, Boston, Mass.

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Legislative

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Membership

Chairman: Henry C. Walters, 924 Ford Building, Detroit, Mich. Dean W. Kelley, 301 Mutual Building, Lansing, Mich. Henry E. Rodgers, G. R. National Bank Bldg., Grand Rapids, Mich.

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Legislative

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Legislative

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Membership

Chairman: W. Calvin Wells, III., Lamar Life Building, Jackson, Miss. L. Barrett Jones, Lamar Life Building, Jackson, Miss. W. H. White, of Ford, White and Morse, Gulfport, Miss.

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Legislative

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Membership

Chairman: Walter R. Mayne, of Fordyce, White, Mayne & Williams, 706 Olive Street, St. Louis, Mo. Wayne Ely, Bank of Commerce Building, St. Louis, Mo. Maurice H. Winger, of Winger, Reeder, Barker, Gumbiner & Hazard, 11th Floor Waltower Building, Kansas City, Mo.

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Legislative

Chairman: John K. Claxton, 513-521 Silver Bow Building, Butte, Montana. Raymond Hildebrand, of Hildebrand and Warren, Glendive, Montana. Roy H. Glover, of Clift and Glover, 201 Great Northern Ry. Bldg., Great Falls, Montana.

Membership

Chairman: John K. Claxton, 513-521 Silver Bow Building, Butte, Montana. J. W. Speer, of Speer & Hoffman, 502 First National Bank Bldg., Great Falls, Montana. Raymond Hildebrand, of Hildebrand and Warren, Glendive, Montana.

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Legislative

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Membership

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Legislative

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Membership

Chairman: A. D. Ayers, of Ayers, Gardiner & Pike, Box 844, Reno, Nevada. R. R. Gill, of Chandler, Quayle & Gill, Ely, Nevada. Thomas F. Ryan, Byington Building, Reno, Nevada.

NEW HAMPSHIRE

Legislative

Chairman: Phillip H. Faulkner, Keene, New Hampshire. Maurice F. Devine, of Devine and Tobin, Bell Building, Manchester, New Hampshire.

Membership

Chairman: Phillip H. Faulkner, Keene, New Hampshire. Maurice F. Devine, of Devine and Tobin, Bell Building, Manchester, New Hampshire.

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Legislative

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Membership

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NEW MEXICO

Legislative

Chairman: J. M. Hervey, of Hervey, Dow, Hill and Hinkle, P. O. Box 547, Roswell, New Mexico. Gilbert and Hamilton, 317-320 A. B. Renehan Bldg., Santa Fe, New Mexico. Francis C. Wilson, Sena Plaza, Sante Fe, New Mexico.

Membership

Chairman: Francis C. Wilson, Sena Plaza, Sante Fe, New Mexico. J. M. Hervey, of Hervey, Dow, Hill and Hinkle, P. O. Box 547, Roswell, New Mexico. Gilbert and Hamilton, 317-320 A. B. Renehan Bldg., Santa Fe, New Mexico.

NEW YORK

Legislative

Chairman: Donald Gallagher, of Brown and Gallagher, 904 Home Savings Bank Bldg., Albany, New York. David F. Lee, of Lee, Levens and McAvoy, 316 Security Mutual Building, Binghamton, New York. W. Chas. Young, of Dunmore, Ferris and Burgess, First National Bank Building, Utica, New York.

Membership

Chairman: Geo. L. Naught, General Counsel, American Surety Co. of New York, 1000 Broadway, New York, N. Y. Curtis Robertson, 50 Union Square, New York, N. Y. A. Bertram Samuels, 475 Fifth Avenue, New York, N. Y. John J. McInerney, 1002 Union Trust Bldg., Rochester, N. Y. Wm. E. Lowther, 55 Fifth Avenue, New York, N. Y.

NORTH CAROLINA

Legislative

Chairman: S. Brown Shepherd, 904 Capitol Club Building, Raleigh, North Carolina. Robert Ruark, of Ruark and Ruark, Lawyers Building, Raleigh, North Carolina. Willis Smith, of Smith and Joyner, N. C. Bank Bldg., Raleigh, N. C.

Membership

Chairman: Robert Ruark, of Ruark and Ruark, Lawyers Building, Raleigh, North Carolina. J. O. Carr, 609-612 N. C. Bank Bldg., Wilmington, North Carolina. Julius C. Smith, 1009 Jefferson Standard Building, Greensboro, N. C.

NORTH DAKOTA

Legislative

Chairman: C. L. Young, of Dullam and Young, First National Bank Bldg., Bismarck, North Dakota. Herbert G. Nilles, of Holt and Nilles, 504 New Black Building, Fargo, North Dakota. Tracy R. Bangs, of Bangs, Hamilton and Bangs, First National Bank Bldg., Grand Rapids, North Dakota.

Membership

Chairman: Robert W. Palda, of Palda and Palda, Minot, North Dakota. O'Hare, Cox and Cox, Little Building, Bismarck, North Dakota. Burnett, Bergensen & Haakenstad, O'Neil Block, Fargo, North Dakota.

OHIO

Legislative

Chairman: Russell M. Knepper, of Knepper, White, Smith & Dempsey, 44 East Broad Street, Columbus, Ohio. Don McVay, care Ohio Farmers Ins. Co., LeRoy, Ohio. Robert M. Noll, Marietta, Ohio.

Membership

Chairman: John F. Ward, 10 E. Town Street, Columbus, Ohio. Ray Martin, care Marshall, Melhorn, Maller and Martin, Spitzer Building, Toledo, Ohio. H. A. Bayless, of Waite, Schindel & Bayless, 1318 Union Central Building, Cincinnati, Ohio.

OKLAHOMA

Legislative

Chairman: Hal C. Thurman, 506 Braniff Bldg., Oklahoma City, Oklahoma. John Embry, of Embry, Johnson, Crowe & Tolbert, 1204 Perrine Building, Oklahoma City, Oklahoma. Geo. C. Abernathy, Abernathy, Howell & Abernathy, 419 Masonic Temple, Shawnee, Oklahoma.

Membership

Chairman: R. T. Stinson, of Utterback & Stinson, Box 126, Durant, Oklahoma. Warren H. Edwards, 807 Colcord Building, Oklahoma City, Oklahoma. Hulette F. Aby, 1403 Exchange Bank Building, Tulsa, Oklahoma.

OREGON

Legislative

Chairman: W. R. Wilbur, of Wilbur, Beckett, Howell & Oppenheimer, 1001 Board of Trade Bldg., Portland, Oregon.

Membership

Chairman: W. R. Wilbur, of Wilbur, Beckett, Howell and Oppenheimer, 1001 Board of Trade Bldg., Portland, Oregon.

PENNSYLVANIA

Legislative

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Membership

Chairman: Harry S. Knight, of Knight, Taggart and Kivko, Sunbury Trust Building, Sunbury, Pa. J. Borton Weeks, Pennsylvania Bank Bldg., Chester, Pa. Maurice W. Sloan, of Sloan, White and Sloan, 1420 Walnut Street, Philadelphia.

RHODE ISLAND

Legislative

Chairman: Abbott Phillips, of Hinkley, Allen, Tillinghast, Phillips and Wheeler, 2200 Industrial Trust Building, Providence, R. I. Clifford A. Kingsley, 1211 Turks Head Bldg., Providence, R. I. Henry M. Bass, Jr., 929 Hospital Trust Bldg., Providence, R. I.

Membership

Chairman: Herbert M. Sherwood, 1503 Turks Head Bldg., Providence, R. I. Harold R. Semple, of Raymond and Semple, 1002 Union Trust Bldg., Providence, R. I. Abbott Phillips, of Hinkley, Allen, Tillinghast, Phillips and Wheeler, 2200 Industrial Trust Bldg., Providence, R. I.

SOUTH CAROLINA

Legislative

Chairman: Ashley C. Tobias, of Tobias and Turner, 901-4 Carolina Life Bldg., Columbia, S. C. J. W. Waring, of Waring & Brockington, 35 Broad Street, Charleston, S. C. Clement F. Haynsworth, Chamber of Commerce Bldg., Greenville, S. C.

Membership

Chairman: John E. Johnston, of Hicks and Johnston, Chamber of Commerce Bldg., Greenville, S. C. Sam J. Nichols, of Nichols, Wyche & Russell, Cleveland Law Bldg., Spartanburg, S. C. Alva M. Lumpkin, 1000 Central Union Bldg., Columbia, S. C.

SOUTH DAKOTA

Legislative

Chairman: T. M. Bailey, of Bailey and Voorhees, Bailey Gliddens Building, Sioux Falls, South Dakota. Albert R. Denu, of Denu and Philip, Buell Block, Rapid City, South Dakota. Glenn W. Martens, of Martens and Goldsmith, Pierre National Bank Bldg., Pierre, South Dakota.

Membership

Chairman: Tom Kirby, Western Surety Building, Sioux Falls, South Dakota. Fred G. Warren, of Boyle, Warren & Fairbank, Boyce-Greeley Bldg., Sioux Falls, South Dakota. Max Rohyl, 201 Security National Bank Bldg., Huron, South Dakota.

TENNESSEE

Legislative

Chairman: James A. Newman, 1205 Independent Life Bldg., Nashville, Tenn. Thomas J. Tyne, care National

Life & Acc. Co., Nashville, Tenn. W. Percy McDonald, Bank of Commerce Building, Memphis, Tennessee.

Membership

Chairman: Miller Manier, of Miller & Crouch, Baxter Building, Nashville, Tenn. Paul Campbell, of Finlay and Campbell, 618 James Building, Chattanooga, Tenn. Walter P. Armstrong, of Armstrong, McCadden & Allen, Bank of Commerce Building, Memphis, Tenn.

TEXAS

Legislative

Chairman: M. N. Chrestman, of Burgess, Burgess, Chrestman & Chrestman & Brundidge, Southwestern Life Building, Dallas, Texas. William Thompson, of Thompson, Knight, Baker & Harris, Republic Bank Building, Dallas, Texas. W. L. Kemper, Cole, Cole, Patterson & Kemper, 510 Public National Bank Bldg., Houston, Texas.

Membership

Chairman: Claude V. Birkhead, of Birkhead, Beckmann & Stanard, 800 Gunter Building, San Antonio, Texas. James F. Gray, of Davidson, Randall & Gray, Praetorian Bldg., Dallas, Texas. John H. Freeman, of Fulbright, Crooker & Freeman, State National Bank Bldg., Houston, Texas.

UTAH

Legislative

Chairman: Ralph T. Stewart, of Stewart, Stewart & Loofbourow, 1105 Continental Natl. Bldg., Salt Lake City, Utah. Critchlow & Critchlow, 1320 Continental Bank Bldg., Salt Lake City, Utah. J. W. Hurd, of Hurd and Hurd, 614 Continental Natl. Bldg., Salt Lake City, Utah.

Membership

Chairman: Ralph T. Stewart, of Stewart, Stewart & Loofbourow, 1105 Continental Natl. Bldg., Salt Lake City, Utah. J. W. Hurd, of Hurd and Hurd, 614 Continental Building, Salt Lake City, Utah. Paul H. Ray, of Bagley, Judd & Ray, 409 Kearns Building, Salt Lake City, Utah.

VERMONT

Legislative

Chairman: Wm. N. Theriault, Theriault and Hunt, 43 State Street, Montpelier, Vermont. Powell and Powell, 127 St. Paul Street, Burlington, Vermont. Gelsie Monti, 203 North Main St., Barre, Vermont.

Membership

Chairman: Gelsie Monti, 203 North Main Street, Barre, Vermont. Wm. N. Theriault, Theriault and Hunt, 43 State Street, Montpelier, Vermont. Powell and Powell, 127 St. Paul Street, Burlington, Vermont.

VIRGINIA

Legislative

Chairman: Leonard G. Muse, of Woods, Chitwood, Coxe & Rogers, 306 Boxley Building, Roanoke, Virginia. Alexander H. Sands, American National Bank Bldg., Richmond, Virginia. Williams & Mullen, American Bank Building, Richmond, Virginia.

Membership

Chairman: Chas. S. Valentine, of Denny & Valentine, Travelers Building, Richmond, Virginia. W. E. Duke, of Duke and Duke, 1 Court Square Building, Charlottesville, Virginia. Wm. C. Pender, of Foreman, Pender & Dyer, 622 Law Building, Norfolk, Virginia.

WASHINGTON

Legislative

Chairman: Chas. T. Hutson, of Reynolds, Ballinger, Hutson & Boldt, 1331 Exchange Building, Seattle, Washington. Cassius E. Gates, of Bogle, Bogle & Gates, 611 Central Bldg., Seattle, Washington. E. J. Cannon, of Cannon, McKevitt & Fraser, 711 Old National Bank Bldg., Spokane, Washington.

Membership

Chairman: J. C. Cheney, Miller Building, Yakima, Washington. Chas. T. Hutson, of Reynolds, Ballinger, Hutson & Boldt, 1331 Exchange Building, Seattle, Washington. W. G. Graves, of Graves, Kizer & Graves, 1230 Old National Bank Bldg., Spokane, Washington.

WEST VIRGINIA

Legislative

Chairman: Thomas W. Jackson, of Brown, Jackson & Knight, Kanawha Valley Bldg., Charleston, West Virginia. L. A. Staker, of Simms and Staker, 500 First Huntington Nat. Bk. Bldg., Huntington, West Virginia. William B. Hogg, of Hogg & Crawford, First National Bank Bldg., Williamson, West Virginia.

Membership

Chairman: E. A. Marshall, of Fitzpatrick, Brown & Davis, First Huntington Natl. Bank Bldg., Huntington, West Virginia. Morgan W. Martin, of Martin & Seibert, The Peoples Tr. Bldg., Martinsburg, West Virginia. John C. Palmer, Jr., of Erskine, Palmer & Curl, 710 Riley Law Building, Wheeling, West Virginia.

WISCONSIN

Legislative

Chairman: Walter T. Bie, of North, Parker, Bie, Duquaine, Welsh & Trowbridge, 509 Bellin Building, Green Bay, Wisconsin. Glenn W. Stephens, of Stephens, Sletteland & Sutherland, 708 First Central Building, Madison, Wisconsin. Walter Seher, of Seher & Seher, 135 W. Wells St., Milwaukee, Wisconsin.

Membership

Chairman: Gerald P. Hayes, 905 First Wis. Nat'l Bank Bldg., Milwaukee, Wisconsin. Harry L. Butler, of Olin & Butler, 1 West Main Street, Madison, Wisconsin. H. I Weed, of Weed and Hollister, Wisconsin Nat'l. Life Bldg., Oshkosh, Wisconsin.

WYOMING

Legislative

Chairman: Wm. C. Kinkead, of Kinkead and Pearson, 421 Hynds Building, Cheyenne, Wyoming. Harold I. Bacheller, of Durham and Bacheller, 309 Consolidated Royalty Bldg., Casper, Wyoming. M. A. Kline, 501-11 Majestic Building, Cheyenne, Wyoming.

Membership

Chairman: Wm. C. Kinkead, of Kinkead and Pearson, 421 Hynds Building, Cheyenne, Wyoming. William B. Cobb, 316 Consolidated Royalty Bldg., Casper, Wyoming. M. A. Kline, 507-11 Majestic Building, Cheyenne, Wyoming.

NEW APPLICATION FORM

The Executive Committee at the mid-winter meeting prescribed the following form of application for membership. Hereafter the individual will be a member and his law firm's name will appear after his name in our directory:

INTERNATIONAL ASSOCIATION OF INSURANCE COUNSEL

This undersigned makes application for membership in the International Association of Insurance Counsel and furnishes the following information in connection therewith:

Name.. Address..

(If a member of a law firm, state it here ....
with the names of other members of the same firm belonging to the Association given

here ....

Date of birth.. Admission to the bar..

I am a member of the court of last resort in the State or Province in which I reside or practice.

I am a member of the following bar associations ....

....

The representation of an insurance company or companies is a substantial part of my law practice, and the following insurance companies are clients of mine or of

my law firm..

....

(If general counsel, assistant general counsel, or other home office counsel for an

insurance company, state it here..)

I enclose for dues (to be refunded if the application is rejected) $..

Dated this.., 19..........

(Signed)..

Proposed by..
(A member of the Association)